



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: June 26, 2012

TO: Mayor and Councilmembers

FROM: Administration Division, Parks and Recreation Department

SUBJECT: Rental Agreement For Hilda Ray House

RECOMMENDATION:

That Council authorize the Parks and Recreation Director to enter into a one-year rental agreement with Tatum Marie Sarinana, for the Hilda Ray House at Hilda McIntyre Ray Park, commencing July 1, 2012, and ending June 30, 2013.

DISCUSSION:

The house at Hilda McIntyre Ray Park was rehabilitated in 1995 using Housing Rehabilitation Loan Program funds, establishing the house as low-income housing. The two- bedroom, one-bath house became available for rent after the last tenant vacated the property in August 2004. The house underwent repairs and some minor improvements. The Parks and Recreation Department developed a process in December 2005 to advertise and select a tenant for the house. The house was made available to all who met the Federal income requirements. A committee consisting of the Parks and Recreation Business Manager, Parks and Recreation Community Services Supervisor, and Community Development Department Housing Programs Specialist reviewed all applications received. Ms. Tatum Marie Sarinana was selected. Ms. Sarinana and her two children currently reside in the house.

Ms. Sarinana will be responsible to pay monthly rent of \$1,294 and maintain the house and yard. There are no duties assigned to the tenant as would be associated with a park caretaker; this arrangement is strictly a rental agreement.

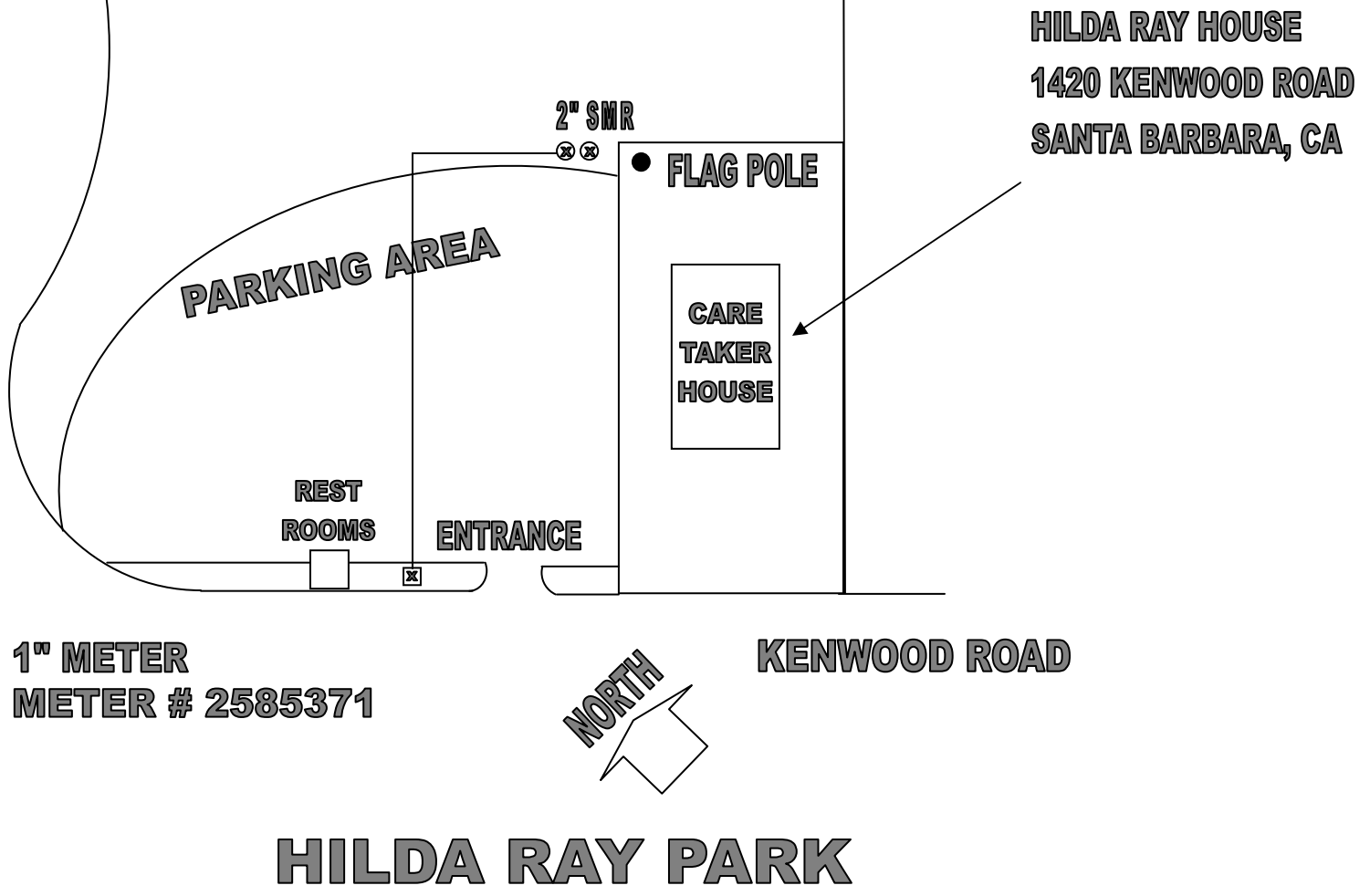
BUDGET/FINANCIAL INFORMATION:

The rent for the house is \$1,294 per month. The funds are used to repay the Federal loan and a portion goes into a reserve account to pay for maintenance and repair of the house. There is no fiscal impact to the Parks and Recreation Department budget for maintenance of this residence.

PREPARED BY: Jill E. Zachary, Assistant Parks and Recreation Director

SUBMITTED BY: Nancy L. Rapp, Parks and Recreation Director

APPROVED BY: City Administrator's Office



LESSEE'S OBLIGATION FOR NON-DISCRIMINATION CERTIFICATE
(Santa Barbara Municipal Code Section 9.130.020)

I. Certificate Generally.

Consistent with a policy of non-discrimination in the use of real or personal property owned by the City of Santa Barbara a "lessee's obligation for non-discrimination certificate", as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all leases of City owned real or personal property.

II. Contents of Certificate.

The "lessee's obligation for non-discrimination" is as follows:

(a) Lessee in the use of the property which is the subject of this lease or in the operations to be conducted pursuant to the provisions of this lease, will not discriminate or permit discrimination against any person or class of persons by reason of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Sections 12900 - 12996) except where such discrimination is related to bona fide occupational qualification.

(b) Lessee shall furnish its accommodations and services on a fair, equal and non-discriminatory basis to all users thereof and lessee shall only charge fair, reasonable and non-discriminatory prices for each unit of service.

Lessee may make reasonable and non-discriminatory rebates, discounts or other similar price reductions to volume purchasers to the extent permitted by law.

(c) Lessee shall make its accommodations and services available to the public on fair and reasonable terms without discrimination on the basis of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Sections 12900 - 12996) except where such discrimination is related to bona fide occupational qualification.

(d) Lessee shall not discriminate or allow discrimination either directly or indirectly, in hiring or employing persons to work on the leased premises.

(e) Lessee agrees that it shall insert the above articles in any agreement by which said Lessee transfers any interest herein or grants a right or privilege to any person, firm or corporation to use the leased premises or to render accommodations and services to the public on the leased premises.

(f) Non-compliance with provisions (a), (b), (c), (d), and (e) above shall constitute a material breach hereof and in addition to any other remedies provided by law or this lease, in the event of such non-compliance the Lessor shall have the right to terminate this lease and the interest hereby created without liability therefor, or at the election of the Lessor, the Lessor shall have the right to enforce judicially said provisions (a), (b), (c), (d), and (e).

In the event the Lessee is found to have failed to comply with the provisions of articles (a), (b), (c), (d), and (e) and notwithstanding any other remedy pursued by Lessor, the Lessee shall pay to the Lessor the sum of \$25.00 per day for each incident of a failure to comply.